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Verizon South Inc.'s and Verizon Virginia
Response to Intrado Communications of
Virginia Inc.'s Petition for Arbitration



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March 31, 2008

Mr. Joel H. Peck, Clerk
State Corporation Commission
Document Control Center
P. O. Box 2118
Richmond, VA 23216

2008 MAR 31 P 3:55

Dear Mr. Peck:

Re: Case No. PUC-2008-00021

Enclosed for filing please find the original and five (5) copies of Verizon's Response to Intrado Communications of Virginia Inc.'s Petition for Arbitration and Verizon's Motion to Hold in Abeyance Intrado Communications of Virginia Inc.'s Petition for Arbitration in the above-referenced matter.

I have mailed or hand-delivered copies to the parties shown below. Thank you for bringing this matter to the attention of the Commission.

Very truly yours,

Enclosures

Copy to:
Kathleen Cummings
Service List

CERIFICATE OF SERVICE

I hereby certify that a true copy of Verizon's Response to Intrado Communications of Virginia Inc.'s Petition for Arbitration and Verizon's Motion to Hold in Abeyance Intrado Communications of Virginia Inc.'s Petition for Arbitration in Case No. PUC-2008-00021 was sent as indicated below on this 31st day of March, 2008, to the following:

State Corporation Commission
Office of the General Counsel
Post Office Box 1197
Richmond, Virginia 23218
(Hand-Delivered)

Cherie R. Kiser, Esquire
Intrado Communications of Virginia Inc.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
701 Pennsylvania Avenue, N. W.
Washington, DC 20004

**BEFORE THE
STATE CORPORATION COMMISSION
OF VIRGINIA**

| | | |
|--|---|-------------------------|
| In the Matter of the Petition of Intrado |) | |
| Communications of Virginia Inc. for |) | |
| Arbitration Pursuant to Section 252(b) |) | |
| of the Communications Act of 1934, as |) | Case No. PUC-2008-00021 |
| Amended, to Establish an Interconnection |) | |
| Agreement with Verizon South Inc. and |) | |
| Verizon Virginia Inc. |) | |

**VERIZON'S RESPONSE TO INTRADO COMMUNICATIONS
OF VIRGINIA INC'S PETITION FOR ARBITRATION**

In accordance with section 252(b)(3) of the Telecommunications Act of 1996 (Act") and 20 VAC 5-419-20(2), Verizon South Inc. and Virginia Inc. (collectively "Verizon") respond to the Petition for Arbitration filed by Intrado Communications of Virginia Inc. on March 5, 2008.¹ Verizon is also filing today a Motion for Abeyance of Intrado's Petition for Arbitration, because (1) the parties have had little or no opportunity to negotiate issues Intrado raised shortly before it filed its Petition; and (2) the threshold issue of whether Intrado is entitled to interconnection and arbitration under the Telecommunications Act of 1996 ("Act")

¹ Verizon respectfully requests a waiver of the requirements in 20 VAC 5-419-30(2) to file an original and five copies of "any responsive testimony, if necessary, and all materials it will rely on to support its case at hearing, including all evidence it intends to present." Intrado did not file "prefiled direct testimony and all materials it will rely on to support its case at the hearing, including all evidence it intends to present," as required by 20 VAC 5-419-30(1). Instead, Intrado sought a waiver from these requirements, stating "[i]t would be in the best interest of both Intrado Comm and Verizon to submit direct testimony after Verizon files its response to the Petition for Arbitration." See Letter from Cherie R. Kiser to Mr. Joel M. Peck, dated March 4, 2008, filed with Intrado's Petition for Arbitration. Unless and until Intrado files direct testimony and materials it will rely upon at hearing, Verizon cannot determine what materials would fulfill its obligations under 20 VAC 5-419-30(2).

is now before the FCC. Without waiving its request for an abeyance, Verizon files this answer in the event the Commission proceeds with the case.

For a number of issues in its Petition, Intrado states that Verizon's position is "unclear," "unknown," or that Verizon rejected Intrado's language without comment. That is because the parties have had no meaningful negotiations on those issues. Although Intrado had first requested negotiation in May of last year, it waited until mid-February, just three weeks before filing its Petition—to raise over half of the issues in its Petition and expand the scope of disputes the parties had been negotiating. In most cases, these new proposals are only vaguely delineated, and Verizon has not had the opportunity to learn what, exactly, Intrado is proposing and what its rationale might be. Even where Verizon may understand the proposal, it has not had sufficient time to develop positions in response to Intrado's proposals, many of which raise technical, operational, and legal issues that Verizon has never had to address before. In over a decade of arbitrations under the Act, no entity claiming to be a CLEC has ever requested the types of arrangements Intrado is requesting of Verizon.

These circumstances render preparation of a response to Intrado's Petition very difficult. Although Verizon has done its best to develop positions on the issues Intrado raised—and has even revised much of its language in the general terms and conditions portion of the Interconnection Agreement ("ICA") to satisfy purported concerns raised in Intrado's Petition—all of Verizon's positions must be considered preliminary and tentative, subject to change upon additional information from Intrado about the basis for its positions. Verizon, therefore,

reserves the right to change or supplement its positions. Verizon's positions on all issues will be developed further through testimony, briefs, and other filings once the case proceeds to arbitration.

Verizon's tentative positions are reflected in the attached matrix (Attachment 1), which includes columns identifying the issues, the contract sections Intrado designates as disputed, and Intrado's and Verizon's respective positions. The issue statements are the same as those listed in Intrado's issues matrix (Attachment 2 to its Petition), except that, in a few cases, Verizon has added a neutral formulation of the issue where Intrado's was obviously biased. Verizon's positions replace the positions Intrado had ascribed to Verizon in its matrix and Petition. Intrado did not seek Verizon's input to prepare the matrix, and in many cases, Intrado mischaracterized Verizon's positions.

Verizon's matrix adds four issues that Intrado did not raise in its Petition, but which are presented by Intrado's proposals. Verizon reserves the right to present other issues that may arise in further negotiations, and to revise the formulations of issues Intrado raised, if necessary, once Verizon better understands Intrado's proposals. It may also be necessary to add issues to the extent Intrado's Petition and matrix do not list all of the issues associated with all of the language still in dispute. Moreover, some of the issues in Intrado's Petition may be eliminated once the parties have been able to actually negotiate them.

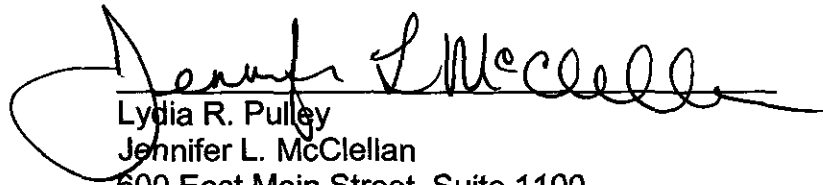
Verizon has included, as Attachment 2, its proposed ICA, showing in redlined format changes Verizon has made to its standard template to accommodate Intrado's concerns. Other revisions that Intrado has already

accepted do not appear in redlined format. Verizon reserves the right to modify its language for particular provisions once the parties further discuss the issues Intrado has raised.

If this arbitration is allowed to proceed, despite the fact that it is premature, Verizon asks the Commission to rule in its favor on the disputed issues and to adopt its associated language for the parties' ICA.

Respectfully Submitted,

VERIZON SOUTH INC.
VERIZON VIRGINIA INC.

A handwritten signature in black ink, appearing to read "Jennifer L. McClellan", is written over a horizontal line.

Lydia R. Pulley
Jennifer L. McClellan
600 East Main Street, Suite 1100
Richmond, Virginia 23219
Tel.: (804) 772-1547

March 31, 2008

**BEFORE THE
STATE CORPORATION COMMISSION
OF VIRGINIA**

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| In the Matter of the Petition of Intrado |) | |
| Communications of Virginia Inc. for |) | |
| Arbitration Pursuant to Section 252(b) |) | |
| of the Communications Act of 1934, as |) | Case No. PUC-2008-00021 |
| Amended, to Establish an Interconnection |) | |
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**VERIZON'S RESPONSE TO INTRADO COMMUNICATIONS
OF VIRGINIA INC'S PETITION FOR ARBITRATION**

ATTACHMENT 1

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

| <u>Issue No.</u> | <u>Issue(s)</u> | <u>ICA Section(s)</u> | <u>Verizon's Position</u> | <u>Intrado's Position</u> |
|------------------|--|---|--|---|
| 1 | <p>Verizon's Version of Issue 1:</p> <p>Is Intrado entitled to interconnection under section 251(c) of the Act for the services it provides or intends to provide in Virginia?</p> <p>Intrado's Version of Issue 1:</p> <p>Whether Verizon may deny Intrado Comm its rights under Sections 251(c) and 252 of the Act by claiming that Intrado Comm does not offer telephone exchange service or exchange access.</p> | N/A | To the extent Intrado is a CLEC offering CLEC services, Verizon will provide Intrado interconnection to the extent required under section 251(c) of the Act. | Intrado Comm is entitled to interconnection pursuant to Section 251(c) of the Act because it offers telephone exchange service and exchange access service. |
| 2 | Whether 911/E-911 Calls should be included in the types of traffic to be exchanged over local interconnection trunks. | Interconnection Att. ("IA") §§ 2.2.1.1, 2.2.2 | Verizon's proposed interconnection agreement ("ICA") includes three categories of trunks: (1) interconnection trunks; (2) access toll connecting trunks; and (3) miscellaneous trunks. It also provides that other types | Verizon's proposed language does not specifically incorporate 911/E-911 Calls in the types of traffic to be exchanged by the Parties over local interconnection trunks. |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | | <p>of trunks may be used by the parties, as provided in other attachments to the ICA, including 911 trunks. 911 trunks are not included in the interconnection trunk category because 911 traffic is typically carried over trunks dedicated to only 911 traffic (and not Reciprocal Compensation Traffic or Toll Traffic) and has different characteristics from the traffic carried by 911 trunks. For instance, 911 calls, unlike traffic over interconnection trunks, are not measured and billed. Trying to force 911 traffic into the provisions for interconnection trunking creates substantial, unnecessary complexity because many of the terms for interconnection trunks and traffic carried over interconnection trunks don't fit 911 traffic. Intrado's Petition has given Verizon no explanation for its proposal to include 911 traffic in the types of traffic travelling over interconnection trunks. Given</p> | |
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Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | | the opportunity for further negotiation, Verizon might be able to clarify this situation with Intrado. | |
| 3 | <p>Verizon's Version of Issue 3: Is Verizon required to interconnect with Intrado at points Intrado chooses on Intrado's network?</p> <p>Intrado Version of Issue 3: What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers?</p> | <p>IA §§ 1.1, 1.2, 2.1.1, 2.1.2, 2.3.1, 2.3 Glossary §§ 2.94, 2.104</p> | <p>The Act and the FCC's implementing regulations require a CLEC to interconnect at a technically feasible point on the ILEC's network. Verizon is not required to build its network out to Intrado to interconnect on Intrado's network, as Intrado is demanding here. Intrado cites no legal authority to support its position, because there is none. Verizon cannot be required to provide Intrado whatever interconnection arrangement Intrado might wish, regardless of what the law requires. Although Intrado has not thoroughly explained its plans in its Petition, Verizon believes Intrado wishes to establish no more than two points of interconnection ("POIs") in the entire state, and then force Verizon to haul its traffic to those two distant points. This</p> | <p>Intrado Comm. has the right to choose the location of the POI to exchange traffic with Verizon. When AT&T is the 911/E-911 Service Provider, the POI will be at Verizon's selective router. When Intrado Comm is the 911/E-911 Service Provider, Verizon will aggregate and/or transport its end users' emergency calls destined for Intrado Comm's PSAP customers to two POIs on Intrado Comm's network.</p> |

Verizon/Intrado FL Response

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| | | | unprecedented, anticompetitive proposal is intended to impermissibly shift Intrado's costs to Verizon. | |
| 4 | Whether the Parties should implement inter-selective router trunking. | 911 Att. § 5 | Sometimes, a 911 call may be directed to the wrong public safety answering point ("PSAP"). This may occur in the case of a wireless caller because of a lack of identification of the caller's exact location. In the case of a misdirected call, the PSAP that received the call may wish to transfer the call to the correct PSAP. Where the PSAPs served by Verizon and Intrado have agreed to transfer misdirected calls between the PSAPs, Verizon is prepared to work with Intrado to establish arrangements for the transfer of calls. However, any arrangement for transfer of calls must be at the request of the PSAPs, a condition not covered in Intrado's language. Once there is a direction from the PSAPs to establish transfer arrangements, Verizon and | The establishment of inter-selective router trunking will allow the ANI and ALI associated with an emergency call (i.e., the information needed by the public safety agency to address the caller's emergency) to remain with that communication when it is transferred to the other selective router. Verizon performs this type of routing within its own network and with other 911/E-911 Service Providers. |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | | Intrado can agree upon the appropriate network arrangements for the transfer. The language Intrado proposes inappropriately attempts to establish in advance the methodology for such transfers, which may not suit available network facilities and architectures in all cases, or remain the appropriate methodology throughout the term of the ICA. | |
| 5 | Whether certain conditions may be imposed on the Parties' use of a fiber meet point arrangement for interconnection, whether 911/E-911 Calls may be exchanged via a fiber meet, and whether the language governing fiber meets should be reciprocal. | IA §§ 3.1.1, 3.1.2, 3.1.3.6, 3.1.4, 3.1.5, Exhibit A | In some cases, Verizon and a CLEC will use a mid-span fiber meet to connect their networks, rather than interconnecting at a point on Verizon's network. Verizon's standard conditions for constructing a fiber meet arrangement include a monthly traffic threshold (<i>i.e.</i> , a DS-3 level of traffic) and a limitation as to how far Verizon must build out its network. Intrado has revised Verizon's fiber meet language to remove these conditions and transform the mid-span meet into an end- | In a fiber meet arrangement, each Party should pay its portion of the costs to reach the fiber meet point. Verizon's language imposes arbitrary conditions on the use of a fiber meet point. The Parties should be able to exchange 911/E-911 Calls via a fiber meet arrangement. Any language regarding fiber meet arrangements should be reciprocal. |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | | <p>point fiber meet terminating on Intrado's network, which Verizon has no obligation to provide. Again, Intrado is impermissibly trying to shift its costs to Verizon, requiring Verizon to interconnect with Intrado anywhere Intrado wishes. Verizon has no such obligation.</p> <p>Verizon will negotiate reasonable terms for a mid-span fiber meet, just as Verizon has done with other companies. But Intrado has so far shown little interest in negotiating mid-span fiber meet terms, because it has been focused on its terms trying to force Verizon to interconnect on Intrado's network (<i>see</i> Issue 3).</p> <p>Verizon has proposed revisions to its template ICA to address the use of mid-span meets to allow their use for delivery of 911/E-911 Calls from Verizon to Intrado.</p> | |
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Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| 6 | Whether the joint grooming and forecasting provisions should be reciprocal. | § 16 IA §§ 14.1.1, 14.1.4, 14.15, 14.2.1, 14.2.2 Traffic Exchange Att. ("TEA") § 2.2 | Verizon has proposed revisions to General Terms and Conditions Section 16 under which Verizon will provide forecasts to Intrado to the extent Verizon is reasonably able to do so. This should resolve this issue. Intrado's proposed forecasting reciprocity requirement in the Interconnection and Traffic Exchange Attachments, however, make no sense. Intrado, not Verizon, will be in the best position to undertake the forecasting and grooming requirements. The forecasting and grooming provisions in Verizon's ICAs are not reciprocal, because the amount of trunks necessary for traffic flowing from Verizon to the CLEC will depend on the CLEC's success in the market, which is something Verizon cannot predict. In addition, to the extent Intrado signs up PSAPs as customers, those PSAPs, will have the best knowledge of call volumes | As co-carriers, each Party should have reciprocal forecasting and network grooming obligations that reflect the Parties' interconnected networks. |
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Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | | from Verizon's serving area to the PSAP. | |
| 7 | Whether Intrado Comm is required to utilize two-way trunking. | IA §§ 2.2.3, 2.2.5, 2.4, 5.2.1, 5.2.2 | The draft ICA includes provisions on both One-Way Interconnection Trunks and Two-Way Interconnection Trunks. Carriers generally use Two-Way Interconnection Trunks because it makes a more efficient use of trunks and facilities. However, in some instances, carriers elect to use One-Way Interconnection Trunks. They may also use other types of One-Way Trunks, such as 911 Trunks. This is an unnecessary dispute generated only because Intrado, for some unexplained reason, is trying to recharacterize 911 traffic as interconnection traffic (see Issue 2) to be transported over Interconnection Trunks (rather than 911 Trunks), thereby triggering numerous provisions that make no sense for Intrado's traffic. Even assuming use of interconnection trunks, however, Verizon is not trying | While Intrado Comm may be agreeable to using two-way trunking when necessary for efficient or reliable call completion, Intrado Comm does not agree to utilize two-way trunking in all instances. |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | | to force Intrado to use two-way trunking. <i>See, e.g.</i> ICA §§ 2.3 (specifically contemplating the use of one-way trunks). | |
| 8 | Whether Verizon's proposed requirements and limits on <i>interconnection trunking</i> should be applicable to the exchange of 911/E-911 Calls between the Parties. | IA §§ 2.2.4, 2.2.5, 2.2.6 | This is another unnecessary dispute generated by Intrado's unexplained proposal to force 911 traffic into the interconnection traffic provisions of the ICA. (See Issue 2.) There would be no issue with respect to applying "requirements and limits" of interconnection trunks to 911 traffic if Intrado were not miscategorizing 911 traffic as interconnection traffic. Because interconnection traffic and 911 traffic have different attributes, Intrado's approach leads it to revise a number of the interconnection provisions to except 911 traffic. All of this complexity is unnecessary if 911 traffic is categorized correctly under the ICA. | The language placing limits on the use of interconnection trunking and requiring additional trunking under certain situations should not apply to the exchange of 911/E-911 Calls between the Parties. |
| 9 | Whether the provisions regarding how the Parties will | IA §§ 4.1.1, 4.2, 4.3 | This issue is related to Issue 3, whether Verizon can be forced | The provisions regarding the initiation of interconnection |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | provide notice regarding the initiation of interconnection arrangements should be reciprocal. | | <p>to interconnect with Intrado on its network. Intrado's language associated with this Issue 9 assumes that Verizon will interconnect at two points on Intrado's network, and will provide Intrado information about those arrangements. <i>See</i> Intrado §§ 4.2.1, 4.3. Because Intrado is required to interconnect on Verizon's network, and not the other way around, all of Intrado's proposals that assume Verizon will build out to Intrado's network must be rejected.</p> <p>In addition, Intrado's proposal for providing information to Intrado upon initiation of interconnection is too vague to be workable. Intrado's § 4.1.1, for example, requires Verizon to provide "certain information" to establish interconnection, without any indication of what that information might be.</p> | should reflect the interconnection of the Parties' networks in areas in which Intrado Comm is the 911/E-911 Service Provider. |
| 10 | Whether Verizon is required to treat Intrado Comm's 911/E-911 | IA § 5.3 | Verizon does not know what Intrado's reference to "Intrado | Verizon should be required to apply the same safeguards |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | trunks at parity with Verizon's treatment of its own 911/E-911 trunks. | | <p>Comm 911/E-911 trunk groups" in IA § 5.3 means, so it is unable to respond to Intrado's proposal. An ILEC establishes trunks from its end office to a POI with a CLEC, at which point the CLEC picks up the traffic for delivery to its customers over the CLEC's trunks. The ILEC manages the trunks on its side of the POI and the CLEC manages the trunks on its side of the POI. If Intrado's reference to 911/E-911 trunks refers to facilities on Verizon's network, Intrado's proposal is inappropriate and unsupported by any law. Intrado cannot impose an obligation upon Verizon to configure trunks on its side of the POI or otherwise dictate how Verizon manages its network.</p> <p>This issue is further confused by the fact that Intrado has included 911 traffic in the interconnection trunking provisions. (See issue 2.)</p> | and levels of care to Intrado Comm's 911/E-911 trunk groups that Verizon applies to its own 911/E-911 trunk groups. |
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Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| 11 | Whether the provisions governing tandem transit traffic apply to 911/E-911 Traffic, and whether Intrado Comm must agree not to use tandem transit service if it has not entered into arrangements with third-party carriers. | IA §§ 12.1, 12.4, 12.5 | <p>Intrado has not explained its rationale for its revisions to § 12, but its proposal here, like revisions elsewhere, appears to be driven by Intrado's mischaracterization of 911 traffic. The tandem traffic provisions in § 12 of the ICA pertain to a situation where the contracting CLEC transmits traffic to another CLEC across Verizon's tandem. This situation does not apply to Intrado, which does not propose to provide local telephone service to any end users, and so will not be originating any transit traffic destined for another CLEC's subscribers. Intrado's language in § 12.1, excepting 911 traffic from the tandem transit traffic provisions of the ICA, would not be necessary if it had not improperly included 911 traffic in the interconnection traffic provisions in the first place.</p> <p>Verizon does not know why Intrado thinks its language</p> | The interconnection agreement's tandem transit provisions should not apply to the 911/E-911 Traffic exchanged between the Parties. Verizon should not be permitted to terminate tandem transit service if Intrado Comm does not have a traffic exchange arrangement in place with a third-party carrier. |
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Verizon/Intrado FL Response

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| | | | about using “reasonable efforts” (Intrado §§ 12.4 and 12.5) not to use Verizon’s transit service is necessary. If Intrado does, at some point, deliver traffic to Verizon’s tandem for delivery to a third-party, then Intrado should have traffic exchange agreements in place with the terminating carrier so that Intrado and not Verizon is billed for termination of Intrado’s traffic. Intrado is obligated to pay for that tandem transit service, just like any CLEC does. | |
| 12 | How the Parties will route 911/E-911 calls to each other. | 911 Att., §§ 3.1, 3.2 | Under industry standard procedures, PSAPs to which calls have been misdirected and PSAPs to which calls must be redirected must agree to the method of transfer of such calls. Intrado’s proposed language does not recognize that the PSAPs must agree to the transfer method. In addition, Intrado’s language prescribes a particular type of transfer methodology that may not be technically feasible for | The interconnection agreement should address how 911/E-911 calls will be routed with either Verizon or Intrado Comm as the 911/E-911 Service Provider. |

Verizon/Intrado FL Response

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| | | | Verizon (even if the PSAPs did agree to it, which is not a matter for an ICA), and that Verizon cannot be forced to implement. Verizon also objects to Intrado's proposal to the extent that it assumes Verizon will interconnect with Intrado at POIs on Intrado's network. Intrado (or the PSAPs it serves) is responsible for the cost of transporting calls outside of Verizon's network. <i>See, e.g.</i> , Verizon position on issues 1, 3, 5, 6, 7, 10 and 11. | |
| 13 | Whether the language governing the provision of 911/E-911 arrangements should be reciprocal. | 911 Att., §§ 1.1, 1.2, 1.3 | The concept of making provisions in the 911 Attachment reciprocal is not objectionable, in principle, but it must be done in a way that makes sense. Intrado's revisions, however, are too simplistic. They are also explicitly linked to the interconnection attachment, a tack that introduces a host of complexities. Intrado's version of the ICA, for example, assumes Intrado's | Each Party should have reciprocal obligations and responsibilities depending on which Party has been designated as the 911/E-911 Service Provider for a particular area. |

Verizon/Intrado FL Response

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| | | | unlawful version of interconnection (<i>see, e.g.</i> , Intrado § 3.2, (whereby Verizon would be forced to transport traffic to POIs on Intrado's network. (See Issue 3.) Verizon opposes all provisions that are linked to this notion. | |
| 14 | How the Parties will obtain access to each other's 911/E-911 databases. | 911 Att., §§ 2.2.4, 2.2.5, 2.5, 2.6, 2.7 | <p>The language proposed by Intrado is not appropriate for inclusion in the ICA because it seeks to regulate arrangements involving ALI databases, which are arrangements involving information services that are outside the scope of ICAs established under Sections 251 and 252 of the Communications Act. To the extent an agreement is needed to regulate communications between the parties' ALI databases, it would be a separate commercial agreement.</p> <p>In addition, Verizon has difficulty responding to this issue because it does not understand Intrado's proposed</p> | Each Party should have reciprocal obligations and responsibilities to access, upload, transmit, and share 911/E-911 database information depending on which Party has been designated as the 911/E-911 Service Provider for a particular area. |

Verizon/Intrado FL Response

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| | | | language. Again, Verizon can better develop a position after further negotiations. | |
| 15 | Whether certain definitions related to the Parties' provision of 911/E-911 Service should be included in the interconnection agreement and what definitions should be used. | Glossary §§ 2.6, 2.26, 2.35, 2.82, 2.87, 2.88, 2.134, 2.135 | Verizon is still reviewing Intrado's proposal definitions. However, in general, Verizon believes that the only changes needed to the definitions are those set out in Verizon's proposed revisions to the Glossary. As a general matter, only relevant definitions should be incorporated into the ICA and where definitions are necessary they should be the definitions adopted by the appropriate industry standards group--e.g., NENA. Definitions that are not relevant--e.g., those related to VoIP and wireless, should not be incorporated into the ICA. | Industry standard definitions relating to the Parties' provision of 911/E-911 Service should be included in the interconnection agreement. |
| 16 | Whether each Party should be responsible for the collection and remittance of 911/E-911 | 911 Att., § 4.4 | Verizon has not had the opportunity to fully develop its position, but hopes that further | Each Party should have reciprocal obligations to collect and remit 911/E-911 |

Verizon/Intrado FL Response

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| | <p>surcharges.</p> | | <p>negotiations will clarify the issue. In general, Verizon believes that each party should be responsible for collection and remittance of 911/E-911 surcharges applicable to its end users.</p> | <p>surcharges as required by applicable law.</p> |
| 17 | <p>What process the Parties should use for tracking traffic subject to reciprocal compensation.</p> | <p>Glossary §§ 2.79, 2.125, 2.126, IA §§ 6.1, 6.2, 6.3 TEA § 4.2</p> <p>Other sections referenced: Glossary § 2.123, IA §§ 2.2.1.1, 3.1.3.5 TEA §§ 1.2.1</p> | <p>Verizon is not sure why Intrado is raising reciprocal compensation issues, because, as Intrado itself notes, its traffic (<i>i.e.</i>, 911 traffic) will not be subject to reciprocal compensation. In any event, Intrado's proposal to use percent interstate usage ("PIU") and percent local usage ("PLU") terminology makes no sense for 911 traffic. PIU and PLU are relevant only to identifying traffic coming over interconnection trunks. Likewise, there would be no need to except 911 calls from requirements with respect to calling party number if Intrado were not trying to force 911 traffic into the interconnection traffic provisions of the ICA,</p> | <p>Industry standard definitions for PIU and PLU should be used in the Parties' interconnection agreement. The term "ISP-Bound Traffic" should be used instead of "Measured Internet Traffic" because use of that term has been rejected by the FCC. Language imposing requirements to pass calling party number for billing purposes should not apply to 911/E-911 Calls because the Parties have already agreed that 911/E-911 Calls are not subject to reciprocal compensation.</p> |

Verizon/Intrado FL Response

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| | | | where 911 traffic does not fit. (See Issue 2.) | |
| 18 | What definitions or terminology should be used for “Reciprocal Compensation,” “Reciprocal Compensation Traffic,” “Information Access,” and “Internet Traffic.” | Glossary §§ 2.60, 2.63, 2.105, 2.106, 2.123 IA §§ 7.22, 8.1 TEA §§ 5.2.2, 6.1 Other sections referenced: Add'l § 5.1 IA § 8.5 | Again, it is not clear why Intrado is raising these disputes when its traffic will not be subject to reciprocal compensation. In any event, Intrado’s objective with its changes proposed here seems to be to make the reciprocal compensation-related provisions as vague as possible. For example, Intrado has deleted much of the Glossary provisions relating to reciprocal compensation; and it would define ISP-Bound traffic “as defined in the FCC Internet Order” (Intrado § 2.63—even though that Order does not define “ISP-Bound traffic.” As the Commission is aware, reciprocal compensation disputes have been the focus of frequent, protracted, and expensive litigation over the | The definition of “Reciprocal Compensation” should reference judicial decisions and refer to “telecommunications traffic” consistent with the FCC’s rules. There is no need to list the types of traffic subject to reciprocal compensation in the definition of “Reciprocal Compensation Traffic” because that language is repeated elsewhere. The definition of “Information Access” should be consistent with the definitions adopted by the FCC and the courts. Use of the term “Internet Traffic” has been rejected by the FCC; the term “ISP-Bound Traffic” should be used instead. |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | | past decade, so it is particularly important to carefully define the parties' intercarrier compensation obligations under the ICA to prevent yet more such disputes. Intrado's revisions would only generate confusion and controversy. | |
| 19 | Whether the designation of traffic for reciprocal compensation purposes should be based on the actual originating and terminating points of the call. | IA § 7.1 TEA § 5.1 | It is not true, as Intrado suggests, that the FCC has settled this issue in Intrado's favor. Intercarrier compensation issues are still before the FCC in its Intercarrier Compensation Rulemaking. <i>See Developing a Unified Intercarrier Compensation Regime</i> , Notice of Proposed Rulemaking, CC Docket No. 01-92, 16 FCC Rcd 9610 (2001) and Further Notice of Proposed Rulemaking, 20 FCC Rcd 4685 (2005). | Application of intercarrier compensation should be based on the NPA-NXX of the calling and called parties consistent with FCC rules. |
| 20 | Whether the origination and termination of FX traffic should be subject to access charges. | IA §§ 6.5, 7.2.1, 7.2.9 TEA §§ 4.5, | Again, Verizon is not sure why Intrado is raising intercarrier compensation issues, because | FX traffic has traditionally been subject to reciprocal compensation. There is no |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | 5.2.1, 5.2.9 | 911 traffic is not measured or billed, and its language is not appropriate. | support for Verizon's proposal to require Intrado Comm to pay originating access charges for all Verizon-originated traffic terminated to an Intrado Comm FX customer and terminating access charges for Intrado Comm's FX customers' originating traffic to a Verizon customer. |
| 21 | Whether the Parties should have the same rights and obligations when exchanging traffic originating from a third-party. | IA § 8.3 TEA § 6.3 | Again, Verizon is not sure why Intrado is raising this dispute, because Intrado will not be delivering third-party traffic to Verizon. It is appropriate for Intrado to be obligated to pay Verizon for third-party traffic delivered by Verizon since Verizon may not have a contractual relationship with the third-party entitling Verizon to bill it for this traffic. However, Verizon should not be obligated to pay Intrado such charges since Verizon as the ILEC is expected to allow traffic to transit its network to Intrado without interruption. Verizon | Both parties should have reciprocal obligations for addressing third-party traffic. |

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| | | | should not have imposed on it the burden of acting as a financial middleman between third-party carriers sending traffic across its network and Intrado. Intrado should look to such carriers for compensation for the traffic Intrado terminates. | |
| 22 | Whether the interconnection agreement may automatically terminate if the Parties are still negotiating or arbitrating a successor agreement. | § 2.3 | Verizon has modified its originally proposed template ICA language to meet Intrado's stated concerns. Under Verizon's proposed language, if a party seeks renegotiation, the ICA would automatically terminate on the earlier of the effective date of a new interconnection agreement between the parties or the date one year after the date of termination proposed by one of the parties. In its Petition, Intrado complains that Verizon's original proposed language was insufficient because "it can often take more than a year to negotiate and/or arbitrate an ICA." Accordingly, Verizon has | After expiration, the interconnection agreement should not terminate if the Parties are in the process of negotiating or arbitrating a new, successor interconnection agreement. |

Verizon/Intrado FL Response

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| | | | <p>modified its proposed language such that “if prior to the date one (1) year after the proposed date of termination the open issues for a new ICA between Intrado Comm and Verizon have become the subject of an arbitration proceeding before the Commission or the FCC pursuant to 47 U.S.C. § 252, this Agreement shall remain in effect until the earlier of (i) the effective date of a new ICA between Intrado Comm and Verizon or, (ii) the date 120 days after the effective date of a Commission or FCC order concluding the arbitration proceeding.” This language meets Intrado’s stated desire “to ensure the ICA continues while the Parties are negotiating and/or arbitrating a new ICA” while at the same time putting some reasonable limit on how long after resolution of those issues the original agreement is to remain in effect.</p> | |
| 23 | Whether either Party may assign | § 5 | In its Petition, Intrado states its | Intrado Comm should have |

Verizon/Intrado FL Response

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| | <p>the interconnection agreement to its affiliates without the other Party's consent.</p> | | <p>desire that Verizon clarify its proposed language to allow that "either party can assign the ICA to its affiliate without the other party's prior consent", which would allow "both Parties the flexibility needed to structure their businesses." (Petition at 54.) Verizon has modified its proposed language to allow for assignment to an affiliate without the other party's prior written consent, provided that the assignor party provide the non-assigning party prior written notice and remain liable for all obligations incurred prior to the assignment; and the assignee affiliate is able to perform the agreement and is jointly and severally liable for obligations incurred by the assignor party prior to the assignment. Verizon's proposed language provides that objection to assignment shall not be unreasonably withheld, but that assignment shall not take place if the non-assigning</p> | <p>the right to assign the ICA to an affiliated entity without Verizon's prior consent.</p> |
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Verizon/Intrado FL Response

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| | | | party objects by written notice within twenty days of notification of the proposed assignment. Verizon's language thus balances Intrado's desire for the greater "flexibility needed to structure [its] business[]" with the non-assigning parties' legitimate interest in ensuring that the assignment does not disadvantage the non-assigning party. | |
| 24 | Whether the assurance of payment provisions should be extended to all Verizon affiliates rather than limited to Verizon regulated ILECs. | § 6 | In its Petition, Intrado states "that it would accept Verizon's template assurance of payment language if the reference to affiliates was limited to Verizon regulated ILECs." (Petition at 55.) Verizon has modified its proposed language accordingly, and this issue should therefore be resolved. | The obligation for Intrado Comm to provide assurance of payment to Verizon based on Intrado Comm's timely payment of bills should be limited to Verizon and its regulated ILEC affiliates rather than all Verizon affiliates. |
| 25 | Whether Verizon may request information from Intrado Comm that is otherwise publicly available without adequate justification. | § 8.3 | In its Petition, Intrado desires that a Verizon request that Intrado provide proof of Intrado's "authorization to conduct business" be "reasonable." Petition at 56. | Verizon should only be permitted to request certain information from Intrado Comm when Verizon has a reasonable basis for doing so and provides Intrado Comm |

Verizon/Intrado FL Response

All Verizon Positions Are Tentative and Subject to Change Upon Further Negotiation

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| | | | Verizon has thus modified its relevant proposed language to read: "Intrado Comm shall provide proof of such authorization to Verizon upon reasonable written request by Verizon." Accordingly, this issue should be resolved. | with a reasonable amount of time for responding. |
| 26 | Whether Verizon may impose late payment charges on disputed charges while the dispute is pending, and whether the ICA should include language limiting the Parties' ability to back-bill. | §§ 9.4, 9.5 | Verizon contends that unpaid charges for services rendered should be subject to a late payment charge ("LPC"). In its Petition, Intrado suggests that an LPC may be avoided merely by asserting that an underlying charge is in dispute. Petition at 56-57. But such an exception creates an incentive for carriers to assert frivolous disputes merely to avoid LPCs. As an accommodation, Verizon has modified its proposal such that "A billed Party shall not be obligated to pay [LPCs] on any billed charges that the parties agree, or that are finally determined by a governmental entity of competent jurisdiction following any applicable | Only undisputed charges that are not timely paid should be subject to late payment charges. Back-billing should be limited to two years consistent with federal law. |

Verizon/Intrado FL Response

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| | | <p>appeals, not to be due to the billing party.” Accordingly, neither party will be liable for LPCs merely because they asserted a meritorious dispute of a charge rather than pay it in a timely manner. On the other hand, Verizon’s proposal minimizes the risk that parties will assert disputes merely for the purpose of avoiding LPCs, and recognizes the costs to the billing party, including the time-value of money, incurred by the non-payment of valid charges.</p> <p>With respect to the back-billing issue, Verizon’s proposed language states that while both parties intend to bill in a timely manner, a failure to do so should not constitute a waiver of valid charges. Verizon’s language also precludes a party from refusing payment on the grounds of untimeliness unless the statute of limitations has run under applicable law. In its Petition, Intrado objects to that</p> | |
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| | | | <p>language on the grounds that it desires a limitation of two years, on the stated basis that that duration is the “standard back-billing limitation under federal law.” (Intrado Petition at 57.) The statute cited by Intrado, 47 U.S.C. § 415(a), though, regulates actions to collect interstate charges. The bulk of the charges billable under the ICA will be intrastate service charges. As to intrastate charges, the state legislature has prescribed the time period for bringing actions to collect contract claims. There is no reason for the commission to set a shorter period for charges under an ICA. Verizon’s proposal appropriately balances the parties’ interest in payment for services rendered and the parties’ interest in timely billing, while at the same time recognizing a parties’ right to assert the applicable statute of limitations in a suit or other proceeding before a court or other governmental entity.</p> | |
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Verizon/Intrado FL Response

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| 27 | Whether Verizon may dictate the actions to be taken by Intrado Comm when Intrado Comm discontinues service, whether Verizon is required to comply with applicable law when it stops serving certain geographic territories, and what implementation timeframe should apply when Verizon withdraws certain services. | §§ 13, 43, 50 | Verizon has modified its proposed language to accommodate Intrado's desire that it only notify its customers to the extent required by applicable law, so this issue should be resolved. Verizon has acceded to Intrado's proposal to make the period in Section 50.2, 45 days. | Intrado Comm should only be required to take those actions required by law when it seeks to discontinue service. Verizon should be required to comply with any applicable law when it stops serving certain geographic territories. The Parties should have 45 days to implement any changes necessary as the result of Verizon's withdrawal of certain services. |
| 28 | Whether the obligation to make payments during a Force Majeure event should be limited to those services available and usable during the Force Majeure event. | § 15.3 | In its Petition, Intrado claims that "[n]either party should be required to pay the other Party for services that are not available or are not fully functional during a Force Majeure event." (Petition at 59.) Verizon has modified its proposed language: "Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this | Intrado Comm should only be required to make payments for those services actually available and usable during a Force Majeure event. |

Verizon/Intrado FL Response

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| | | | <p><i>Agreement; provided that, if as a result of a Force Majeure Event the non-performing Party does not provide a Service to the other Party, then the other Party shall not be obligated to pay the charges for the Service for the period, and to the extent, that the non-performing Party does not provide the Service."</i></p> <p>Accordingly, this issue should be resolved.</p> | |
| 29 | Whether Verizon should be required to conduct investigations into fraud when directed to do so by an appropriate third-party. | § 17 | <p>Under Verizon's proposed language, Verizon is not required to investigate allegations of fraud by Intrado's customers. Intrado desires that Verizon be required to conduct such investigations if required by a law enforcement agency or other legal authority. Verizon has modified its language to provide an exception where such investigation is required "by Applicable law upon request by a governmental entity of appropriate authority." Accordingly, this</p> | Verizon should be required to conduct investigations into fraud by Intrado Comm customers when directed to do so by an appropriate law enforcement agency or other legal authority. |

Verizon/Intrado FL Response

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| | | | issue should be resolved. | |
| 30 | Whether Verizon is required to undertake more than “best efforts” to secure any intellectual property rights Intrado Comm may need to use the services provided by Verizon under the ICA. | § 22 | The relevant provision appropriately recognizes that the Services provided by Verizon are subject to the terms, conditions and restrictions contained in any applicable agreements between Verizon and its vendors, including intellectual property agreements. Verizon agrees to advise Intrado of any such agreements that may limit Intrado’s use of a Service. Verizon also agrees to use its “best efforts”, on Intrado’s request, to seek to obtain intellectual property rights from its Vendors that would allow Intrado the same use, rights and terms that Verizon receives. Intrado does not articulate the basis for its objection to Verizon’s best efforts except to claim that Intrado is dependent on Verizon’s ability to obtain those rights. But Verizon can hardly commit to something other than “best efforts.” To | Intrado Comm is dependent on Verizon to obtain intellectual property rights so that Intrado Comm may use the interconnection agreement to provide service to Intrado Comm’s customers. |

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| | | | the extent that Verizon's vendors possess intellectual property rights that they are unwilling to extend to Intrado, that is a matter outside of Verizon's control, and Verizon can hardly enter into a contract that either consigns Verizon to strict liability for a vendor's unwillingness to bestow its own intellectual property rights or requires that Verizon unlawfully consent to contributory infringement of that vendor's rights. | |
| 31 | Whether Verizon is required to comply with Intrado Comm's ordering processes when Verizon orders services and facilities from Intrado Comm. | § 30 | Verizon has proposed revised language which should resolve this issue. Under the proposed language, if there is a need for Verizon to obtain services from Intrado, the parties will agree on mutually acceptable processes for handling orders for service and requests for maintenance of services. While Verizon's ordering processes have been subject to extensive review by this Commission and the FCC, are subject to stringent performance standards, and | Verizon requires Intrado Comm to follow Verizon's ordering process when ordering services from Verizon and Verizon likewise should be required to utilize Intrado Comm's ordering process when ordering services from Intrado Comm. |

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| | | | have been validated and improved over the course of the Act's implementation over twelve years, Verizon has no experience with or knowledge of the validity of Intrado's ordering processes, which in fact may not yet exist. So future agreement on these Intrado processes is appropriate. | |
| 32 | Whether Intrado Comm is permitted to make modifications to its network in the same manner that Verizon is permitted to do so. | § 42 | Intrado desires that Section 42 be reciprocal. Verizon has modified its proposed language to reflect that principle. Accordingly, this issue should be resolved. | The language giving Verizon the ability to make technology upgrades should be reciprocal so that Intrado Comm can also make such upgrades. |
| 33 | Whether Verizon may dictate what provisions Intrado Comm is required to put in its tariffs and contracts. | § 25.7 | Verizon has deleted that provision from its proposed language. Accordingly, this issue should be resolved. | Verizon should not be permitted to dictate the provisions that Intrado Comm places in its tariffs and contracts. |
| 34 | What Verizon will charge Intrado Comm for 911/E-911 services. | 911 Att. § 4.2 Pricing Appendix | Verizon has added Section 1.4, which provides that Verizon's charges for 911 Services will be as set out in the Pricing Attachment. The Pricing Attachment provides, <i>inter alia</i> , for the rates for Verizon's services to be as set out in its | State retail tariffs governing 911/E-911 services are not appropriate for Verizon's provision of services to Intrado Comm under the ICA. Intrado Comm needs certainty regarding the rates Verizon will charge so that it |

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| | | | tariffs and in the absence of a tariff rate as set out in Appendix A. | can develop the rates Intrado Comm will charge Verizon. |
| 35 | Whether tariffed rates may automatically supersede the rates contained in the pricing appendix without a specific reference to the tariff, whether Verizon may develop new rates outside of the Sections 251/252 process, whether all “applicable” tariff provisions should be incorporated into the ICA, and whether the definition of “tariff” should include unspecified documents and agreements. | §§ 1.1 Glossary § 2.116 Pricing §§ 1.3, 1.4 Pricing Appendix | Verizon, like utilities generally, files tariffs for the services it provides. Applying tariff rates for the services Verizon provides Intrado (and which Intrado provides to Verizon) is appropriate because these rates are subject to review and approval by the Commission in accordance with applicable legal standards. Moreover, Verizon has a duty of non-discrimination under the Act with regard to the pricing of its services. Using tariff rates helps fulfill this obligation. As an ILEC, Verizon has ICAs with hundreds of carriers. Accordingly, Intrado’s notion that any change in rates must be preceded by renegotiation or arbitration of hundreds of ICAs, and then individually approved by the Commission is unworkable, impractical, and neither required by the Act nor | Tariff charges should not be permitted to trump those contained in the pricing appendix unless such tariffs are specifically references in the pricing appendix. Any new rates to be charged by Verizon should be developed as part of the sections 251/252 process with approval by the Commission. Unspecified tariff terms and conditions deemed by Verizon to be “applicable” should not be incorporated into the interconnection agreement. The definition of the term “tariff” should not include unspecified documents or agreements. |

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| | | | consistent with Commission precedent. | |
| 36 | Whether Verizon may require Intrado Comm to charge the same rates as, or lower rates than, the Verizon rates for the same services, facilities, and arrangements. | Pricing § 3 | Verizon rates are subject to review and approval by the Commission and therefore are subject to a presumption of reasonableness. If Intrado wants to charge Verizon higher rates, Intrado should be required to show, based on cost, that its proposed rates are reasonable. | Intrado Comm's rates should not be capped at the rate that Verizon charges for "comparable" services. |
| 37 | Whether the definitions of "Tandem" or "Tandem Office" should be modified to include 911/E-911 Tandem switches or selective routers. | Glossary § 2.115 | Verizon's definition of Tandem is the appropriate definition under federal law and industry practice. Selective Routers do not fall within that definition, nor do they fall within the definition of tandem provided by Newton's Telecom Dictionary, which Intrado cites. Verizon's proposed language defines "Tandem" as: A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and | Selective routers of 911/E-911 tandem switches fall under the definition of "Tandem" or "Tandem Office" and should be included in the ICA's definitions consistent with industry practice and definitions. |

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| | | | <p>between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.</p> <p>911 Selective Routers are not Tandem Switches under this definition because they do deploy billing and recording capabilities. Moreover, 911 Selective Routers do not fit the common understanding of the term "Tandem" because they generally do not provide connections between switches. Rather, they are routing traffic sent to them from an end office to a PSAP. Because Selective Routers are not tandem switches, tandem offices, nor meet any industry definition of that term, it is difficult to understand what legitimate motivation Intrado has to seek</p> | |
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| | | | to import such Routers into that definition. In any case, there is no basis under federal or state law to require such a misdefinition, and the Commission ought to perceive no public benefit in defining an apple as an orange merely because Intrado desires it. | |
| 38 | Whether definition of "Customer" should be used in the ICA. | Glossary § 2.30 | The Commission should reject this definitional change. The term "Customer" as used throughout Verizon's template ICA means an end user. All of Verizon's ICAs with all CLECs are structured around the concept of "customer" as a residence or business end-user subscriber. This concept is interwoven into a multitude of provisions in the ICA. Changing, just for Intrado, the concept of customer that has always governed the relationship between CLECs and ILECs would have enormous consequences and produce unnecessary disputes. Intrado's proposed change would include "carriers" | Customer should be defined to include PSAPs or Controlling 911 Authorities that subscribe to the services offered by the Parties. The term "Customer" should be used consistently throughout the ICA. |

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| | | | <p>within the definition, which would disrupt the proper operation of sections of the ICA that treat a “Customer” only as an end user. As an example, the definition of “Reciprocal Compensation Traffic,” which is based on traffic originated by a “Customer” on a party’s network would be greatly confused by including a “carrier” as a customer. Intrado has offered no legitimate reason for expanding the definition of customer to include the vaguely identified group of “communications service providers and other governmental or non-governmental customers (e.g., Controlling 911 Authorities.”</p> <p>Finally, Intrado’s language makes no sense in terms of basic grammar and is unintelligible. (Its entire § 2.30, Glossary is: “Customer. A third-party residence of business end-user subscriber,</p> | |
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| | | | including communications service providers and other governmental or non-governmental customers (e.g., Controlling 911 Authorities), to Telephone Exchange Services provided by either of the Parties at retail.” | |
| 39 | Whether the ICA should contain a definition of “Interconnected Voice over Internet Protocol” and what definition should be used. | Glossary § 2.66 | This term is not used in Verizon’s version of the ICA and therefore should not be included in the Glossary. | The definition of “interconnected VoIP” adopted by the FCC should be used in the Parties’ ICA. |
| 40 | Whether the Traffic Exchange Attachment applies to 911/E-911 Calls or the inter-selective router transfer of 911/E-911 Calls. | TEA §§ 1, 5.2.10 | This language is not appropriate. In light of the language in Verizon’s proposed 911 Attachment, the Traffic Exchange Attachment probably will not be used for the exchange of 911/E-911 Calls. However, the potential application of this attachment to 911/E-911 Calls is an issue that should be determined in the future based on the network arrangements that are ultimately implemented in a given service area. | The Traffic Exchange Attachment should include language that the provisions of the attachment are not applicable to 911/E-911 Calls. The Parties’ agreement that reciprocal compensation does not apply to 911/E-911 Calls should be carried over to the Traffic Exchange Attachment. |
| 41 | Whether the Parties are required | § 18 | Verizon’s proposed language | This language is unnecessary |

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| | to renegotiate terms, conditions, and rates for services set forth in the agreement that Verizon may not currently offer. | TEA § 10 | merely reflects that the parties will act in good faith in their performance of the Agreement. The nature of such agreements is that they are unavoidably complex and detailed, and that their negotiation and implementation are lengthy arduous processes. Accordingly, Verizon's proposed language recognizes that there may be instances in which services which are new to the jurisdiction or new to the agreement may require further negotiation between the parties or dispute resolution, and that it is more efficacious for the parties to negotiate those specific issues or seek resolution of those specific issues rather than require renegotiation or arbitration of the entire agreement. | because Verizon already offers every service or arrangement included in the ICA. |
| 42 | 911 Attachment | | Verizon views the entire 911 Attachment and related Glossary and Interconnection Attachment provisions as being at issue in this arbitration. In particular, Verizon raises the following | |

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| | | | <p>issues:</p> <p>(1) Intrado should not bill Verizon any charges in connection with 911/E-911 Calls. The parties have already agreed that 911/E-911 Calls will not be subject to Reciprocal Compensation charges. They also should not be subject to other forms of intercarrier compensation charges or access charges. Charges also should not apply for Intrado provided facilities that carry such calls.</p> <p>(2) Intrado must interconnect with Verizon at a technically feasible point of interconnection on Verizon's network or using a mid-span meet as provided in the interconnection</p> | |
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| | | | <p>attachment. Verizon has no obligation to provide transport for 911/E-911 Calls from Verizon's network to Intrado's network. In particular, Verizon has no obligation to transport 911/E-911 Calls to Intrado across LATA boundaries or to provide interLATA facilities to carry such calls. Intrado must interconnect with Verizon in each LATA where Verizon end users originate calls to Intrado served PSAPs.</p> <p>(3) The ICA should not include the Intrado proposed provisions in Sections 2.2.4 and 2.2.5. These sections pertain to ALI databases and are not appropriately included in an ICA under Sections 251 and 252 of the Communications</p> | |
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| | | | <p>Act.</p> <p>(4) The ICA should not include Intrado's proposed language regulating Verizon's submission of end user records to an Intrado managed ALI database. Since Intrado does not yet generally operate such databases for PSAPs in this state, it is not clear what provisions would be appropriate. Moreover, provisions with ALI databases are not appropriately included in an ICA under Sections 251 and 252 of the Communications Act.</p> <p>(5) As noted above, the ICA should not include Intrado's proposed section for transferring calls from one PSAP to another. This language fails to recognize the</p> | |
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| | | | <p>need for such arrangements to initially be agreed to by the PSAPs. It also is not clear whether the network architecture and technical arrangements proposed by Intrado are appropriate in all cases in this state.</p> <p>(6) The ICA should not include the language in Section 2.1.2.7 of the Interconnection Attachment (Split Wire Centers). Verizon does not believe that the language is needed. Moreover, Verizon objects to any requirement that it route traffic from its customers bound to a PSAP served by Verizon through Intrado's network.</p> <p>(7) The Commission should adopt the</p> | |
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| | | | <p>revised Glossary definitions of “ALI (Automatic Location Identification) Database,” “Controlling 911 Authority,” “911/E-911 Calls,” and “911 Service Provider.” It should also adopt deletion of the Glossary terms “Default PSAP” and “Designated PSAP,” because these terms are not used in the ICA.</p> <p>(8) The Commission should adopt Verizon’s proposed revisions to the Fiber Meet Arrangements section of the Interconnection Attachments that provide for 911/E-911 Calls delivered by Verizon to Intrado to be transported over these arrangements.</p> | |
| 43 | Should the wholesale discount apply to 911 surcharges Intrado | Resale Att., § 2.1.5.3 | This section proposed by Intrado should not be included | Language proposed by Intrado |

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| | is obligated to pay? | | in the ICA. If Intrado, as a reseller, is obligated to pay 911 surcharges, the wholesale discount will not apply to these charges. | |
| 44 | Should reciprocal compensation apply to interPSAP calls? | TE Att. § 5.2.10 | Verizon does not necessarily disagree with this proposal but has not yet had time to consider it or discuss it in detail with Intrado. Verizon therefore notes it as an issue. | Language proposed by Intrado. |
| 45 | Should some references to FCC orders and regulations be modified by addition of a reference to “related judicial decisions?” | See, e.g., Interconnection Att. § 8.1, TE Att., §6.1 | Verizon has not yet been able to consider the implications of this proposal and therefore notes it as an issue. | Language proposed by Intrado. |